

A.G. Contract No.: KR04-0515TRN
ADOT ECS File No.: JPA 04-044
Project No.: RAM-202-C-514
Project: SR 202L Landscape
Section: Dobson Road to Arizona Avenue
TRACS No.: H5666 03C
Budget Source Item No.: 80405

INTERGOVERNMENTAL AGREEMENT
LANDSCAPE ENHANCEMENT/MAINTENANCE

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF CHANDLER

THIS AGREEMENT is entered into 24th August, 2004, pursuant to Arizona Revised Statutes, § 11-951 through § 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF CHANDLER, ARIZONA acting by and through its MAYOR and CITY COUNCIL (the "CITY").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.

3. The City requests the State to provide landscaping enhancement from Dobson Road to Arizona Avenue within an ongoing State project that includes the installation of a new irrigation system on the Santan Freeway (SR 202L), hereinafter referred to as the "Project". The enhancement work consists of garden walls, obelisk entry features, landscape planting, and other incidental work. The City will be responsible for its share of the enhancements for the Project, estimated at \$188,984.00 as shown on Exhibit B, attached hereto and made a part hereof. Each party's responsibility is defined in this Agreement under the Scope of Work.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 27028

Filed with the Secretary of State

Date Filed: 08/24/04

Janice K. Brewer
Secretary of State

By: Don D. Searenewald

II. SCOPE OF WORK

1. The State will:

a. Upon execution of this Agreement, invoice the City \$188,984.00 for the estimated costs of the landscaping enhancements, which includes fixed percentages, as shown on Exhibit B.

b. Prepare to State standard, design plans, specifications and other such documents required for construction bidding and construction and submit to the City for their review.

c. Call for bid and award one or more construction contract(s) for the Project. Administer and make all payments to the contractor(s). Be responsible for contractor claims for extra compensation, due to delays or whatever reason, attributable to the State.

d. Upon completion of the Project, provide the City with a recapitulation of the Project cost, include but not limited to: design, construction and post design costs; invoice or reimburse the City any difference between the estimated amount paid by the City and the actual costs of the Project, which includes fixed percentages as depicted on Exhibit B.

e. Upon completion of the Project, maintain the landscaping and irrigation system, and pay for electrical power to operate the State's irrigation controllers, all generally within the State's Control of Access, as designated on the attached Maintenance Exhibit A.

2. The City will:

a. Upon execution of this Agreement and within 30 days of receipt of an invoice, remit \$188,984.00 to the State for the estimated costs of the landscaping enhancements, which includes fixed percentages, as shown on Exhibit B.

b. Review the design documents and provide comments to the State.

c. Be responsible for any costs, for additional work requested by the City, associated with the Project and for any contractor claims for extra compensation due to delays or whatever reason, attributable to the City.

d. Provide potable water in mains up to or within the State's right-of-way at its own expense.

e. Pay any water development fees.

f. Install the water meter(s) at the request of the State's contractor, at the State's expense.

g. Pay for electrical power necessary to operate the City's irrigation controllers.

h. Furnish all potable water for the landscaping, and provide the water at the design pressures and quantities stated in the plans, during installation, construction phase, and all water thereafter necessary to properly maintain the landscape areas, all at City's expense.

i. Upon completion and acceptance of the Project, reimburse the State if the actual costs incurred by the State for the Project, exceeds the amount of the City's remittance, within 30 days after receipt of an invoice for the actual cost of the Project, which includes fixed percentages as depicted on Exhibit B.

j. At the conclusion of the contractor maintenance and warranty period, referred to in the construction contract as Landscape Establishment, maintain the Project and irrigation system up to and including the water meter as designated on the Maintenance Exhibit A, including all testing, adjusting, repairing and operation of the irrigation system.

k. Maintain the landscaping in areas designated on the Maintenance Exhibit A, including garden walls and obelisks at Arizona Avenue. Landscape maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying insecticide/herbicide sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping.

l. Conduct all maintenance work in a manner to minimize traffic congestion and interference with through traffic. All traffic control shall adhere to the requirements of the Arizona Department of Transportation's "Manual on Uniform Traffic Control Device". Obtain an "Encroachment Permit" from the State's Phoenix Maintenance Permit Office for any planned maintenance work within the State's Control of Access.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion and reimbursements; provided herein. However, any provisions for landscaping maintenance, electrical energy and water provided by the City shall be perpetual. This Agreement may be terminated by either party at any time upon sixty (60) days written notice to either party. It is understood and agreed that, in the event the City terminates this Agreement, the State shall in no way be obligated to maintain said landscaping.

2. This Agreement shall become effective upon filing with the Secretary of State.

3. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

4. The provisions of Arizona Revised Statutes § 35-214 are applicable to this contract.

5. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

6. Non-Availability of Funds. Every payment obligation of the State under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

7. In the event of any controversy, which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

8. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue Mail Drop 616E
Phoenix, AZ 85007
FAX: (602) 712 7424

City of Chandler
City Manager
55 North Arizona Place, # 301
Chandler, AZ 85225-5540

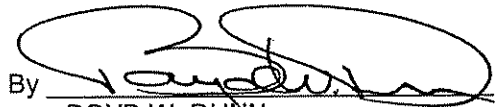
9. Pursuant to Arizona Revised Statutes § 11-952, (D), attached hereto and incorporated herein, is the written determination of each party's legal counsel that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY OF CHANDLER

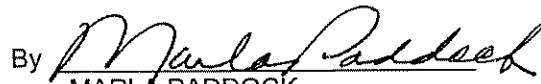
STATE OF ARIZONA

Department of Transportation

By 
BOYD W. DUNN
Mayor

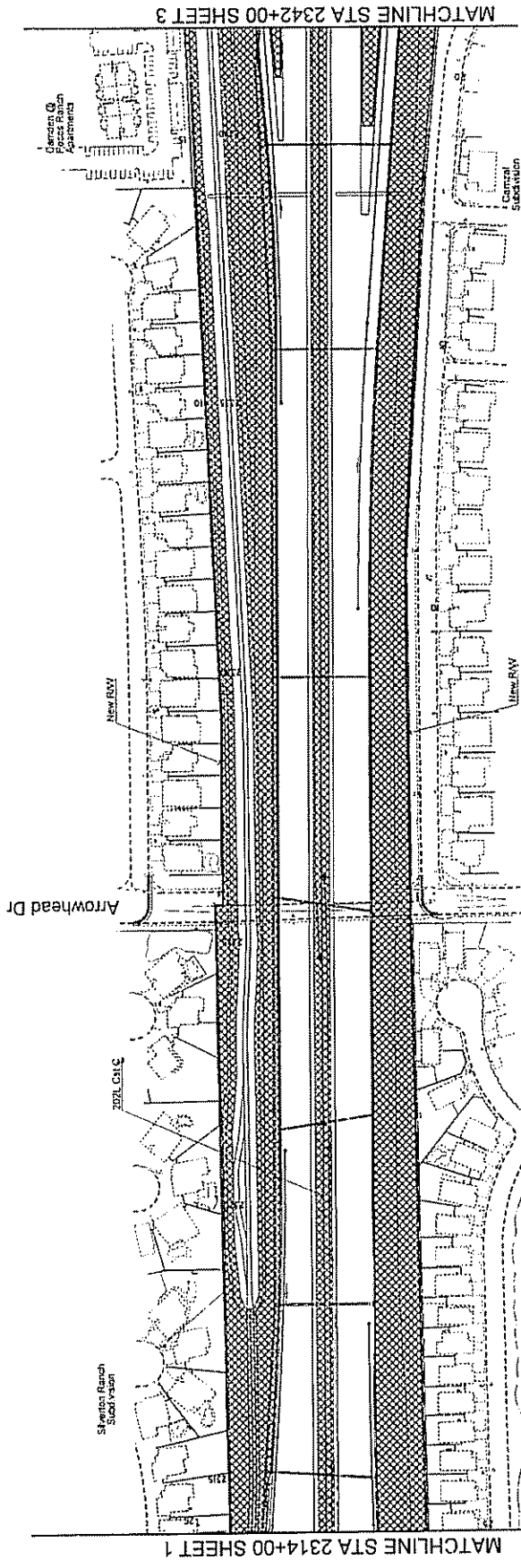
By 
DANIEL S. LANCE, P.E.
Deputy State Engineer

ATTEST

By 
MARLA PADDOCK
City Clerk



PROJECT NO.	202 C 514	SHEET NO.	5
DATE	202 MAR 04	SCALE	AS SHOWN



Legend

ADOT Maintenance

City of Chandler Maintenance

JPA No. 04-44

SR 202L SALTAN FREEWAY, DORSON RD. TO ARIZONA AVE.

TRACS NO. H5666 03C

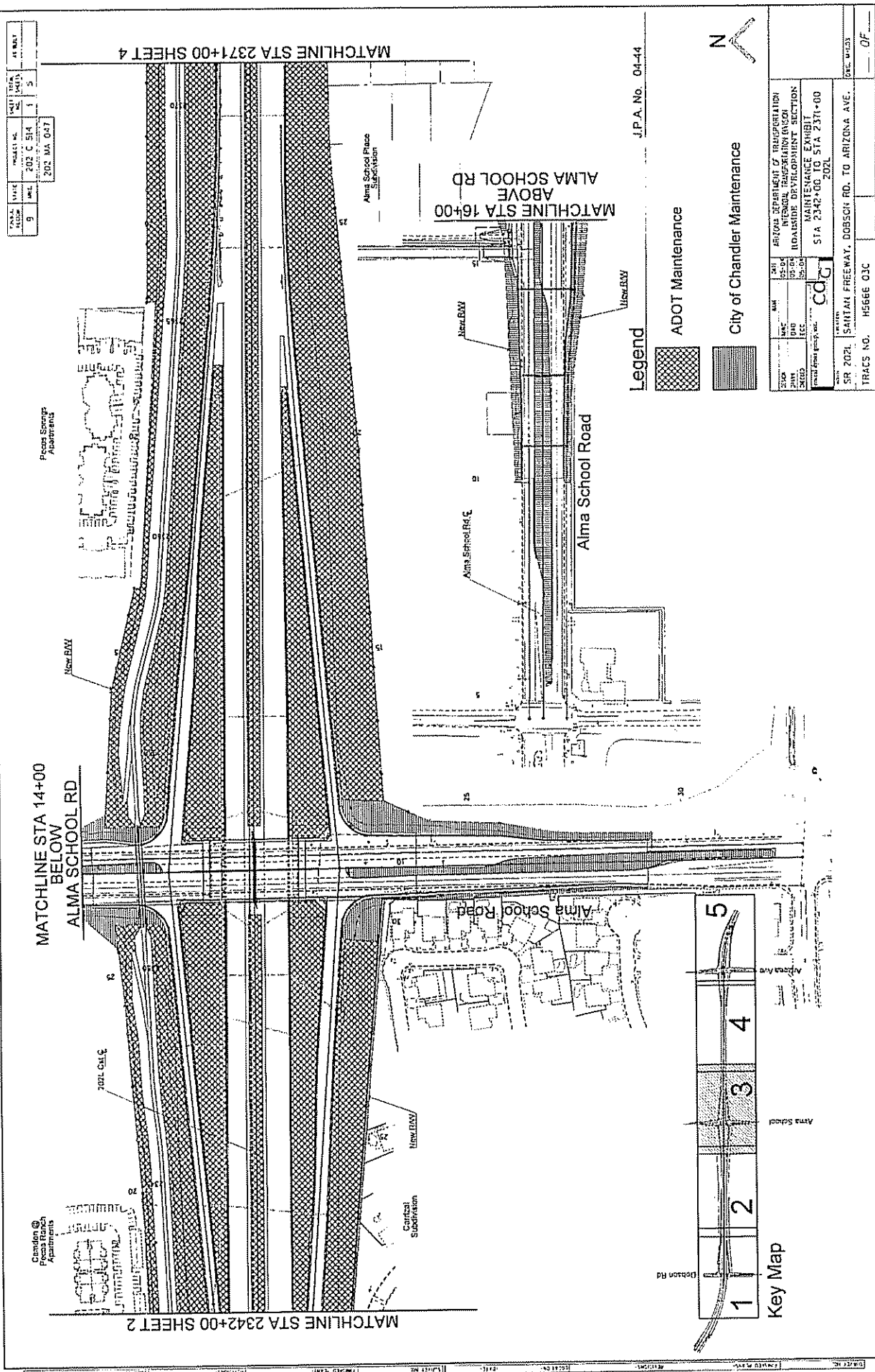
Key Map

The key map shows a grid of five numbered boxes (1 to 5) representing different areas. Box 2 is highlighted with a cross-hatch pattern, indicating the project location. The map includes labels for 'Dorson Rd', 'Arrowhead Dr', and 'Arizona Ave'.

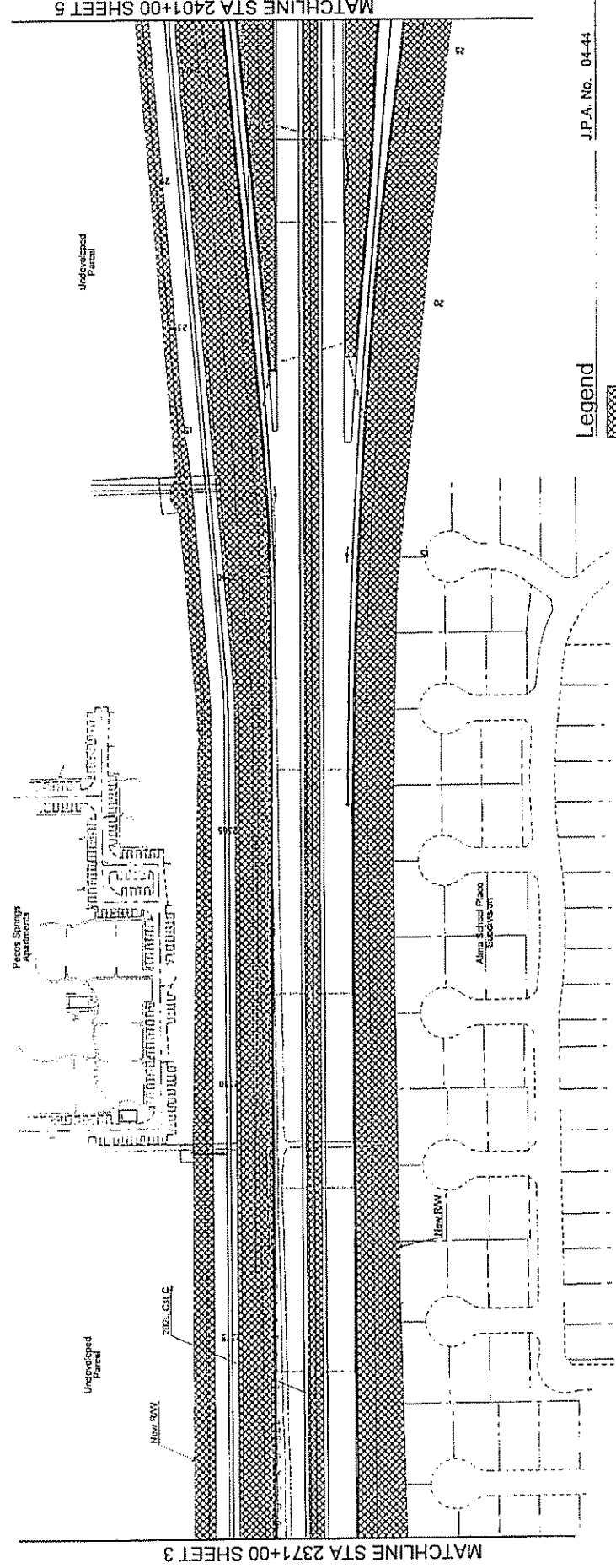
Project Information

PROJECT NO.	202 C 514	SHEET NO.	5
DATE	202 MAR 04	SCALE	AS SHOWN

ARIZONA DEPARTMENT OF TRANSPORTATION
 INTERMODAL TRANSPORTATION DIVISION
 ROADSIDE DEVELOPMENT SECTION
 MAINTENANCE EXHIBIT
 STA TO 2314+00 STA 2342+00
 202L



DATE	BY	PROJECT NO.	SHEET NO.	TOTAL SHEETS
9/10	PH	202 C 514	4	5
202 MA 047				



Legend

ADOT Maintenance

City of Chandler Maintenance

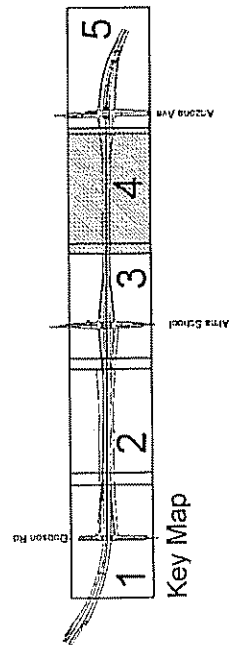
JPA No. 04-44

City of Chandler Maintenance

ARIZONA DEPARTMENT OF TRANSPORTATION
INTERMODAL TRANSPORTATION DIVISION
ROADSIDE DEVELOPMENT SECTION
MAINTENANCE EXHIBIT
STA 2371+00 TO STA 2401+00
202L

CDG

SR 202L SANTAN FREEWAY, DOBSON RD. TO ARIZONA AVE.
TRACS NO. H5666 03C



DATE: 09/10/10 BY: PH PROJECT: 202 C 514 SHEET: 4 OF 5

EXHIBIT "B" SUMMARY
SUMMARY OF IGA COSTS

SANTAN FREEWAY (DOBSON ROAD TO ARIZONA AVENUE)
DESCRIPTION AND COST OF PAY ITEMS FOR THE CITY OF CHANDLER LANDSCAPE ENHANCEMENTS

ITEM	COST			DESCRIPTION
	DESIGN	CONSTRUCTION	TOTAL	
1 GARDEN WALLS - ARIZONA AVENUE	10,500.00	72,783.00	83,283.00	City of Chandler has requested ADOT provide four (4) low height 'garden walls', one at each quadrant of the Arizona Avenue/SR 202 interchange to provide additional enhancements to complement the structure enhancements. Design of the features includes preparing plans, special provisions and cost estimates.
2 OBELISK ENTRY FEATURES - ARIZONA AVENUE	3,150.00	25,878.00	29,028.00	Four (4) City of Chandler Entry Monuments (Obelisks) will be installed, one at each quadrant of the Arizona Avenue/SR 202 interchange to provide enhanced entry statements into the city. Design includes coordination of plans and specifications provided by the City of Chandler with the bid package, special provisions, electrical layout, power sourcing, and cost estimates.
3 DATE PALMS	5,250.00	71,423.00	76,673.00	The City of Chandler requested that ADOT provide twenty (20) Date Palms to complement and enhance the Garden wall and obelisk features being constructed at the Arizona Avenue/SR 202 interchange. Design effort includes preparing plans, details, special provisions and cost estimates.
Item 1-3 Sub-Total:	18,900.00	170,084.00	188,984.00	
TOTAL:	18,900.00	170,084.00	188,984.00	

EXHIBIT B
ITEM 1 IGA COST BACKUP

Item No	Item Description	Unit	Quantity	Constructed Quantity	Unit Price	Amount
1	ITEM 1 - GARDEN WALLS - ARIZONA AVENUE					
2						
3	9140108 WALL (CONCRETE GARDEN WALL)	L.FT.	750		\$75.00	\$56,250.00
4						
5	SUBTOTAL CONSTRUCTION COST (ITEM 1)					\$56,250.00 (A)
6						
7	MAINTENANCE OF TRAFFIC SHARE ¹	L.SUM	1		1.50% of A	\$844.00
8	CONSTRUCTION SURVEYING AND LAYOUT SHARE ²	L.SUM	1		1.00% of A	\$563.00
9	CONTRACTOR QUALITY CONTROL SHARE ³	L.SUM	1		1.00% of A	\$563.00
10	MOBILIZATION SHARE ⁴	L.SUM	1		10.00% of A	\$5,625.00
11						
12	SUBTOTAL CONSTRUCTION COST (ITEM 1)					\$63,845.00 (B)
13						
14						
15	14% CONSTRUCTION ENGINEERING AND ADMINISTRATION ⁵				14.00% of B	\$8,938.00
16	DESIGN ENGINEERING				\$10,000.00	\$10,000.00 (C)
17	5% ENGINEERING ADMINISTRATION ⁶				5.00% of C	\$500.00
18	ITEM 1 TOTAL COST					\$83,283.00
19						

Notes:

1. Maintenance of Traffic was calculated on a percentage basis (1.5% fixed) of the construction cost of the City's items.
2. Construction Surveying and Layout was calculated on a percentage basis (1.0% fixed) of the construction cost of the City's items.
3. Contractor Quality Control was calculated on a percentage basis (1.0% fixed) of the construction cost of the City's items.
4. Mobilization was calculated on a percentage basis (10.0% fixed) of the construction cost of the City's items.
5. Construction Engineering and Administration is calculated at 14% of the City's construction cost.
6. Engineering Administration is calculated at 5% of the City design cost.

EXHIBIT B
ITEM 2 IGA COST BACKUP

Item No	Item Description	Unit	Quantity	Constructed Quantity	Unit Price	Amount
1	ITEM 2 - OBELISK ENTRY MONUMENTS - ARIZONA AVENUE					
2						
3	MASONRY COLUMN (OBELISK ENTRY FEATURE)	EACH	4		\$5,000.00	\$20,000.00
4						
5	SUBTOTAL CONSTRUCTION COST (ITEM 2)					\$20,000.00 (A)
6						
7	MAINTENANCE OF TRAFFIC SHARE ¹	L.SUM	1		1.50% of A	\$300.00
8	CONSTRUCTION SURVEYING AND LAYOUT SHARE ²	L.SUM	1		1.00% of A	\$200.00
9	CONTRACTOR QUALITY CONTROL SHARE ³	L.SUM	1		1.00% of A	\$200.00
10	MOBILIZATION SHARE ⁴	L.SUM	1		10.00% of A	\$2,000.00
11						
12	SUBTOTAL CONSTRUCTION COST (ITEM 2)					\$22,700.00 (B)
13						
14						
15	14% CONSTRUCTION ENGINEERING AND ADMINISTRATION ⁵				14.00% of B	\$3,178.00
16	DESIGN ENGINEERING				\$3,000.00	\$3,000.00 (C)
17	5% ENGINEERING ADMINISTRATION ⁶				5.00% of C	\$150.00
18	ITEM 2 TOTAL COST					\$29,028.00
19						

Notes:

1. Maintenance of Traffic was calculated on a percentage basis (1.5% fixed) of the construction cost of the City's items.
2. Construction Surveying and Layout was calculated on a percentage basis (1.0% fixed) of the construction cost of the City's items.
3. Contractor Quality Control was calculated on a percentage basis (1.0% fixed) of the construction cost of the City's items.
4. Mobilization was calculated on a percentage basis (10.0% fixed) of the construction cost of the City's items.
5. Construction Engineering and Administration is calculated at 14% of the City's construction cost.
6. Engineering Administration is calculated at 5% of the City design cost.

EXHIBIT B
ITEM 3 IGA COST BACKUP

Item No	Item Description	Unit	Quantity	Constructed Quantity	Unit Price	Amount
1	ITEM 3 - DATE PALMS					
2						
3	8061065 TREE (DATE PALM) (24'-28' IN HEIGHT)	EACH	8		\$3,000.00	\$24,000.00
4	8061068 TREE (DATE PALM) (14'-16' IN HEIGHT)	EACH	6		\$2,800.00	\$16,800.00
5	8061092 TREE (DATE PALM) (8'-10' IN HEIGHT)	EACH	6		\$2,400.00	\$14,400.00
6						
7						
8	SUBTOTAL CONSTRUCTION COST (ITEM 3)					\$55,200.00 (A)
9						
10	MAINTENANCE OF TRAFFIC SHARE ¹	L.SUM	1		1.50% of A	\$828.00
11	CONSTRUCTION SURVEYING AND LAYOUT SHARE ²	L.SUM	1		1.00% of A	\$552.00
12	CONTRACTOR QUALITY CONTROL SHARE ³	L.SUM	1		1.00% of A	\$552.00
13	MOBILIZATION SHARE ⁴	L.SUM	1		10.00% of A	\$5,520.00
14						
15	SUBTOTAL CONSTRUCTION COST (ITEM 3)					\$62,652.00 (B)
16						
17						
18	14% CONSTRUCTION ENGINEERING AND ADMINISTRATION ⁵				14.00% of B	\$8,771.00
19	DESIGN ENGINEERING				\$5,000.00	\$5,000.00 (C)
20	5% ENGINEERING ADMINISTRATION ⁶				5.00% of C	\$250.00
21	ITEM 3 TOTAL COST					\$76,673.00
22						
23						

Notes:

1. Maintenance of Traffic was calculated on a percentage basis (1.5% fixed) of the construction cost of the City's items.
2. Construction Surveying and Layout was calculated on a percentage basis (1.0% fixed) of the construction cost of the City's items.
3. Contractor Quality Control was calculated on a percentage basis (1.0% fixed) of the construction cost of the City's items.
4. Mobilization was calculated on a percentage basis (10.0% fixed) of the construction cost of the City's items.
5. Construction Engineering and Administration is calculated at 14% of the City's construction cost.
6. Engineering Administration is calculated at 5% of the City design cost.

RESOLUTION NO. 3744

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA AUTHORIZING AND DIRECTING THE ENTERING INTO OF INTERGOVERNMENTAL AGREEMENT JPA04-044 WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION TO UPGRADE LANDSCAPING AND AESTHETIC TREATMENTS ON ARIZONA AVENUE AT THE SANTAN FREEWAY IN AN AMOUNT OF \$188,984 AND TO ACCEPT ONGOING MAINTENANCE RESPONSIBILITY FOR PORTIONS OF THE ARTERIAL STREET LANDSCAPING.

WHEREAS, the Arizona Department of Transportation (ADOT) is responsible for constructing landscaping with the Santan Freeway right-of-way through the City of Chandler, which includes portions of the crossing arterials; and

WHEREAS, the City of Chandler desires landscape design upgrades to enhance the Arizona Avenue City gateway; and

WHEREAS, ADOT places landscape maintenance responsibility on local governments for certain areas that are outside the ADOT access control limits; and

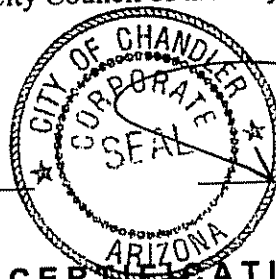
WHEREAS, it is deemed to be in the best interest of the City of Chandler and the citizens thereof to enter into agreements with ADOT to upgrade landscape elements and accept maintenance responsibility for certain landscaped areas; and

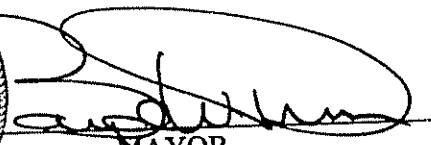
NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Chandler, Arizona that the Mayor be authorized to sign and execute Intergovernmental Agreement JPA04-044 with the Arizona Department of Transportation to upgrade landscaping and aesthetic treatments on the Santan Freeway in an amount of \$188,984, and to accept ongoing maintenance responsibility for portion of the landscaping. Said agreement will be in a form substantially similar to the attached draft agreement with final form subject to approval by the City Attorney.

PASSED AND ADOPTED BY THE City Council of the City of Chandler, Arizona this 27th day of May 2004.

ATTEST:


CITY CLERK




MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 3744 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the 27th day of May 2004 and that a quorum was present thereat.


CITY CLERK

APPROVED AS TO FORM:


CITY ATTORNEY

APPROVAL OF THE CITY OF CHANDLER ATTORNEY

I have reviewed the above referenced intergovernmental agreement between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF CHANDLER, an agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 5th day of August, 2004.

Germin M. O'Neill
City Attorney



TERRY GODDARD
ATTORNEY GENERAL

OFFICE OF THE ATTORNEY GENERAL
STATE OF ARIZONA

CIVIL DIVISION
TRANSPORTATION SECTION
WRITER'S DIRECT LINE: 602.542.8855

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR04-0515TRN (**JPA 04-044**), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: August 17, 2004

TERRY GODDARD
Attorney General

A handwritten signature in cursive script, reading "Susan Davis", written over a horizontal line.

SUSAN E. DAVIS
Assistant Attorney General
Transportation Section